

**LOWER PIONEER VALLEY
EDUCATIONAL CORPORATION**

Request for Proposals

ACQUISITION OF REAL PROPERTY

RFP # 2022-01

**174 Brush Hill Avenue
West Springfield, MA 01089
413-735-2200
413-735-2280 (Fax)**

**REQUEST FOR PROPOSALS
FOR THE ACQUISITION OF REAL PROPERTY**

NOTICE TO PROPOSERS

The Lower Pioneer Valley Educational Corporation (LPVEC), located at 174 Brush Hill Avenue, West Springfield, MA 01089, invites sealed Proposals for the acquisition of real Property. The Property must be a minimum of 1.5 acres of land, located within a one-half mile radius of 384 Shoemaker Lane, Agawam, MA 01001 and zoned Industrial A or B.

The Request for Proposals (“RFP”) may be obtained via email by emailing ABISHOP@LPVEC.ORG, Monday through Friday, between 8:00 A.M. and 4:00 P.M. and is also available on the website at LPVEC.org beginning on November 17, 2021 at 10:00AM.

Sealed Proposals, containing both Price Proposals and Non-Price Proposals, will be received until 1:00 P.M. on December 17, 2021, at which time The Request for Proposals (“RFP”) will be publicly opened via Zoom conference and recorded at the Administrative Offices of the LPVEC, 174 Brush Hill Avenue, West Springfield, MA 01089. No RFP’s shall be accepted after this deadline. All Proposals shall comply with the RFP issued by LPVEC. The LPVEC reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the LPVEC.

The LPVEC is exempt from state sales tax and adheres to MGL Chapter 30B bidding requirements.

1. **INTRODUCTION AND BACKGROUND**

- A. **PURPOSE:** The Lower Pioneer Valley Educational Corporation ("LPVEC") is a non-profit Massachusetts Corporation and is seeking proposals for the purchase of real Property, to be used for a parking lot for buses, with a minimum size of 1.5 acres of land located within a one-half mile radius of 384 Shoemaker Lane, Agawam, MA 01101.
- B. The Corporation will award the acquisition of the Property to the responsive and responsible Proposer. This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B and all purchase agreements must be strictly awarded in accordance with the requirements of this Request for Proposal. The Corporation has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities. If it becomes necessary to revise any part of this RFP or provide additional information, an addendum will be issued to all prospective Proposers who received copies of the original request.
- C. **PROPERTY DESCRIPTION:** The acquired Property shall be located in Agawam, and the Property shall be a size minimum of 1.5 acres of land located within a one-half mile radius of 384 Shoemaker Lane, Agawam, MA 01001. Must be zoned Industrial A or B.
- D. **KEY DATES:**

| | |
|-----------------------------------|--------------------------------|
| Requests for proposals available: | November 17, 2021 |
| Question submittal deadline: | December 13, 2021 |
| Responses due: | December 17, 2021 at 1:00 p.m. |

2. **PROPOSAL INSTRUCTIONS**

- A. **INSTRUCTIONS TO PROPOSERS:** Proposers are hereby notified that issuance of this Request for Proposals and receipt of responses does not assure that a Proposer will be chosen. LPVEC reserves the right to reject any and all proposals. LPVEC reserves the right to waive any of the formalities of this request for Proposals, to request additional information from any respondents, to award without negotiations or discussions, to negotiate with any respondents, to reject any or all proposals or parts of proposals, to solicit new proposals, or to reject any or all respondents as it deems in either's best interest.

The Lower Pioneer Valley Educational Corporation is requesting proposals for the acquisition of real Property. Proposals must be received at the Lower Pioneer Valley Educational Corporation, ATTN: Anna Bishop, 174 Brush Hill Avenue, West Springfield MA 01089, no later than December 17, 2021 at 1:00 PM, at which time proposals will be opened and recorded. Envelopes must be sealed and marked: "**RFP FOR THE ACQUISITION OF REAL PROPERTY #2022-01**" and the price proposal

should be submitted in a separate envelope marked “**PRICE PROPOSAL FOR RFP #2022-01**”. No telephone, facsimile or verbal quotations will be accepted.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined the Property and this RFP and is familiar with all the conditions of the proposed Purchase and Sale Agreement. Upon finding any omissions or discrepancy in this RFP, the Proposer shall notify the LPVEC immediately so that any necessary addenda may be issued. Failure of the Proposer to investigate completely the Property and/or to be thoroughly familiar with this RFP and any addenda shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

Each Proposer is responsible for delivery of the Proposal. Proposals and/or Proposal revisions received after the date and time specified will not be considered. The Lower Pioneer Valley Educational Corporation is not responsible for late, lost, misdirected, damaged, incomplete, illegible or postage due mail.

A proposal may be modified or withdrawn by a respondent prior to the time set for proposal opening by delivering a written notice to the location designated as the place where proposals are to be received.

Each Proposal must be an original and hard copy, and be signed by an authorized member of the proposer's company.

The Successful Proposer shall, within thirty (30) days after presentation thereof by the LPVEC, execute a Purchase and Sale Agreement in accordance with the terms of this RFP, in the form of the attached Purchase and Sale Agreement. Such thirty (30) day period may be extended by written agreement of the LPVEC and the Successful Proposer, executed prior to the expiration of said thirty (30) day period.

B. INQUIRIES: Prospective Proposers may request clarification of information contained in the Request for Proposals. All such requests must be received by the close of Business on December 13, 2021. A response to all written requests will be provided within three (3) business days after the receipt of such request. Responses to any request for clarification will be provided in writing to all prospective Proposers who are on record as having received the Request for Proposals. All inquiries for clarification contained in the Request for Proposal must be submitted on the Proposer Inquiry Form (Exhibit I) to:

Anna Bishop
Lower Pioneer Valley Educational Collaborative
174 Brush Hill Avenue
West Springfield, MA 01089
Tel: (413) 735-2200
Fax: (413) 735-2280
ABishop@LPVEC.org

C. GENERAL REQUIREMENTS

PROPRIETARY INFORMATION: The information provided in the Request for Proposals is intended solely for internal use by the Proposer in response preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.

RESTRICTIONS ON COMMUNICATION: From the issue date of the request for Proposals until an Agreement has been awarded and announced, prospective Proposers, Selection Committee Members, employees and students are not allowed to communicate about the subject of the Request for Proposals or a specific Proposal except as provided in the inquiries (Reference Section 2B)

PROPOSAL COSTS: Any recipient of the Request for Proposals is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to the Request for Proposals, or any negotiations incidental; to its Proposal or the Request for Proposals.

PROPOSAL INFORMATION CONTROL: The following process described is intended to insure that all prospective Proposers have equal access to information relative to the Request for Proposals. As part of the Request for Proposal preparation, (which may have included previous discussions with selected prospective Proposers; every effort has been made to provide prospective Proposers with adequate disclosure. Each Proposer shall prepare a Proposal based only on the information contained in the Request for Proposals, notwithstanding any information that may have been previously provided. A prospective Proposer noting any inconsistency between the information contained in the Request for Proposals and any information previously provided, should request clarification (Reference II B) No information communicated, either verbally or in writing, to or from Proposer shall be effective unless confirmed by written communication contained in the Request for Proposals, an addendum to the Request for Proposals, a request for clarification or written response thereto, or in the Proposal.

ADDENDA TO THE PROPOSAL: Should it become necessary to revise any part of the Request for Proposal, notice of the revision will be given in the form of an addendum to all prospective Proposers on record as having received the Request for Proposals. Each Proposer must acknowledge receipt of addenda but the failure of a Proposer to receive or acknowledge receipt of any addendum, shall not relieve the Proposer of the responsibility for complying with the terms thereof. Acknowledgement shall consist minimally of returning a signed copy of all addenda cover sheets as part of the request for Proposals. Acknowledgement of all addenda received must be submitted by the request for Proposals closing date and time.

OPENING OF PROPOSALS: At the specified time and date stated in Section 2A, all submitted Proposals shall be opened and recorded. No immediate decision will be rendered. Any interested parties may attend the opening via Zoom conference,

however, information received will be confidential until after final action by the Board of Directors, except as required by law.

RESERVATION OF RIGHTS: The Lower Pioneer Valley Educational Corporation reserves the right to accept or reject any or all Proposals not withdrawn before the opening date and to waive any irregularity or informality in the Proposal process. The Lower Pioneer Valley Educational Corporation reserves the right to conduct discussions, request additional information, and accept revisions of Proposals from any and all or all Proposers. The Lower Pioneer Valley Educational Corporation reserves the right to negotiate with the Proposer whose submission is deemed strongest by the Selection Committee. Proposals may not be withdrawn within ninety (90) days after the opening date. The Lower Pioneer Valley Educational Corporation reserves the right to make such investigations as deemed prudent to determine the Proposers qualifications and eligibility including, but not limited to, requests for financial statements and company profiles.

FINALITY OF DECISION: Any decision made by the Lower Pioneer Valley Educational Corporation, including the selection of a Proposer shall be final.

EQUAL OPPORTUNITY: LPVEC hereby notifies all respondents that minority and women's business enterprises will be afforded full opportunity to submit offers and or proposals in response to this Request for Proposals and will not be subject to discrimination on the basis of race, color, sex or national origin in consideration for an award.

RELEASE OF INFORMATION: No respondent shall make any press conference, news release or announcements concerning its selection or non-selection for an award prior to LPVEC's public release of said information or prior to the written approval of LPVEC.

3. **PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

This outlines the information that must be provided by Proposers and the required format for the Proposal. Any proposal not providing the required information, or not conforming to the format specified, may be disqualified. All proposals shall include the following:

1. Proposal must be sealed and marked: “**RFP FOR THE ACQUISITION OF REAL PROPERTY #2022-01**” and the price proposal should be submitted in a separate envelope marked “**PRICE PROPOSAL FOR RFP #2022-01**”. No telephone, facsimile or verbal quotations will be accepted.
2. Each Proposer must submit with the signed original Proposal, two (2) complete copies. Proposal shall include legal name and address of the Proposer.
3. Each Proposal submission must contain the following information
 - Address of the Property
 - Land area in acres and plot plan, if available.
 - Photos of the lot, parking and building if applicable.
 - Current zoning information.

- Floor plans of buildings on the site.
 - The Proposal shall include and information concerning the history of contaminated substances or a 21E Report if available.
4. The Proposal must include a signed Proposal Form. Signer must be authorized to sign on Proposers behalf. (Exhibit II)
 5. The Proposer must certify that the Proposal has been made in good faith without collusion or fraud and that they will comply with the laws of the Commonwealth of Massachusetts by completing and signing a signed copy of Exhibit III.
 6. The Proposal must include a signed copy of Exhibit IV, Certificate of Tax Compliance.
 7. The Proposal must include a signed Exhibit V, Disclosure of Beneficial Interest in a Real Property Transaction
 8. The Proposal must include and executed Conflict of Interest Certification. (Exhibit VI)
 9. The selected Proposer must file Exhibit V, Disclosure of Beneficial Interest in a Real Property Transaction with the Division of Capital Asset Management and Maintenance (DCAMM), as required by M.G.L. c. 7C, S 38.

PROPOSAL EVALUATION CRITERIA

The following criteria will be used to evaluate proposals:

| Criteria | Highly Advantageous | Advantageous | Disadvantageous |
|---|--|--|--|
| 1. Direct Financial Benefit to LPVEC | The Proposal offers the most significant direct financial benefit to LPVEC | The Proposal offers the second-highest direct financial benefit to LPVEC | The Proposal offers less than the second highest direct financial benefit to LPVEC or does not include sufficient information to calculate the direct financial benefit to LPVEC |
| 2. Proposed Transaction Terms | Proposal is for a direct and immediate acquisition with no conditions beyond those agreed to by LPVEC in this solicitation | Proposal is for a direct and immediate acquisition with only reasonable additional conditions | Proposal does not adequately describe the proposed transaction terms or includes unreasonable conditions. |
| 3. LPVEC Resources and Commitments | Proposal makes no demands of the LPVEC beyond those agreed to and described in this solicitation | Proposal makes only reasonable demands of the LPVEC | The Proposal demands additional resources and improvements from LPVEC, or the information provided is not sufficient to make a determination. |
| 4. Proposed Location of the Property | The proposed Property is within a one-quarter mile radius of 384 Shoemaker Lane, Agawam MA 01001. | The proposed Property is within a one-half mile radius of 384 Shoemaker Lane, Agawam, MA 01001 | The proposed Property is not within a one-half mile radius of 384 Shoemaker Lane, Agawam, MA 01001 |
| 5. Proposed Location Topography | The proposed Property is flat and does not require excavation | The proposed Property is mountainous and requires some excavation | The proposed Property is mountainous and requires a lot of excavation |

EXHIBIT II

LOWER PIONEER VALLEY EDUCATIONAL CORPORATION
174 BRUSH HILL AVENUE
WEST SPRINGFIELD, MA 01089

PROPOSAL FORM FOR THE ACQUISITION OF REAL ESTATE

1. Name of person submitting Proposal _____

Address: _____

Telephone: _____

Property: _____

2. Please check one of the following:

() Corporation, incorporated in the State of: _____

() Partnership, Names of partners are: _____

() Individual _____

() Other _____

3. Price Summary \$ _____

In words (_____)

Signature of Offeror: _____

EXHIBIT III
CERTIFICATE OF NON-COLLUSION

As per Chapter 30B, Section 10, any person submitting a bid or a proposal for the procurement of goods or services to any governmental body shall certify in writing, on the bid or Proposal, as follows:

The undersigned certifies under penalties of perjury that his/her bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____

EXHIBIT IV

**CERTIFICATE OF TAX COMPLIANCE
MASS. GENERAL LAWS, CH. 62C, S: 49A(b)**

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, remaining of employees and contractors, and withholding of child support. Signed under the pains and penalties of perjury:

Individual Contractor (Contractor's Name and Signature)
Social Security Number _____

Corporation, (Contractor's Name and Signature)
Association or Partnership
Federal Tax ID Number, or
Social Security Number

By: (Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION
Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract Section 49A.
(a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made. (b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions. (d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract. (e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.

EXHIBIT V

**DISCLOSURE OF BENEFICIAL INTERESTS IN A
REAL PROPERTY TRANSACTION**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c.7, 40J, prior to the conveyance of or execution of a lease for the real Property described below. Attach additional sheets if necessary.

- 1. Public agency involved in this transaction: Lower Pioneer Valley Educational Corp.
- 2. Complete legal description of the Property:
- 3. Type of Transaction: Purchase X
- 4. Buyer(s): Lower Pioneer Valley Educational Corporation

Purchaser(s) or Lessee(s): _____

- 5. Names and addresses of all persons who have a direct or indirect beneficial interest in the real Property described above. *Note: If a corporation has, or will have a direct or indirect beneficial interest in the real Property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

| Name | Address |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

| Name | Title or Position |
|-------|-------------------|
| _____ | _____ |
| _____ | _____ |

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or Additions to item 4 of this form during the term will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

M.G.L. C.7, & 40 J. Disclosure Statements Filed with Deputy Commissioner.

No Agreement to rent or to sell real Property to or to rent or purchase real Property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such Property unless a statement signed, under penalties or perjury, has been filed by the lessor, lessee seller or purchaser, and in the case of a corporation, by a duly authorized officer. Thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said Property with the Deputy Commissioner of Capital Planning and Operation. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten percent of the outstanding stock entitled to vote at the annual meeting of such corporation.

A disclosure statement shall also be made under penalty of perjury, during the term of a rental agreement in case of early change of interest in such Property, as provided for above, within thirty days of such change. The Deputy Commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours. (Added by 1980, 579. & 12 approved July 16, 1980; by &66 effective July 1, 1981.)

EXHIBIT VI

CONFLICT OF INTEREST CERTIFICATION

I hereby certify that the Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer with respect to the transaction outlined in the Request for Proposals. I also certify that the Proposer understands that the Proposer, its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date